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The Honorable Thomas O. Rice

7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 Firefighters MICHAEL BACON,
10 ANDREA KERNKAMP, JOE
11 HOWARTH, BRENNAN COOKE, TIM
12 WHEELER, TOM HARVEY, JOEL
13 BROSE, TANNER TOWNSEND,
14 CURTIS SMITH, ISAIAH DEAN,
15 NICHOLAS HOLMES, MATTHEW
16 NORTON, JHAR FULLER, STEVEN
17 HOWIE, JEFFREY BAXTER, ARIC
18 PISA, DUANE WILCOX, DAVID
19 HEIZER, JAMES BILLMAN, MARLIN
THORMAN, JASON WEBSTER,
TIMOTHY ARCHER, COREY
BARKER, SCOTT MCCANN, and
CONNOR FOXWORTH,

CASE NO. 2:21-cv-00296 TOR

DECLARATION OF MEGHANN R.
STEINOLFSON

15 Plaintiffs,

16 vs.

17 NADINE WOODWARD, the Mayor of
the City of Spokane, Fire Chief BRIAN
18 SCHAEFFER, and THE CITY OF
SPOKANE,

19 Defendants.

20 DECLARATION OF MEGHANN R. STEINOLFSON
CASE NO. 2:21-cv-00296 TOR

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1 I, Meghann R. Steinolfson, declare and state:

2 1. I am the City of Spokane's Human Resources Director, over 18 years
3 of age, competent to testify and make this statement upon personal knowledge.

4 2. On August 9, 2021 Governor Jay Inslee issued Proclamation 21-14
5 requiring all state employees, higher education, child care, and K-12 education
6 employees, and health and long-term care providers, to be fully vaccinated with a
7 recommended COVID-19 vaccine by October 18, 2021 as a condition of
8 employment ("Vaccine Proclamation"). A true and correct copy of Proclamation
9 21-14 is attached as Exhibit 1. The Proclamation required employers, including
10 the City of Spokane, to verify the vaccination status of all employees falling within
11 the scope of the Vaccine Proclamation, absent a reasonable accommodation based
12 upon an employee's inability to become fully vaccinated due to a disability or
13 sincerely held religious belief.

14 3. Governor Inslee issued Amended Proclamation 21-14.1, a true and
15 correct copy of which is attached as Exhibit 2, on August 20, 2021. The
16 Governor's Office subsequently issued a Vaccine Proclamation "Frequently Asked
17 Questions" ("FAQ") document specifying that firefighters are included in the
18 vaccine mandate whenever licensed by the state as an emergency medical
19 technician ("EMT") or paramedic, or whenever performing medical functions in

1 the official course of duty. A true and correct copy of the FAQs is attached as
2 Exhibit 3.

3 4. As of September 2, 2021, the City of Spokane's Human Resources
4 Department had received a total of 52 exemption requests, 50 religious and 2
5 medical. All of these requests came from individuals who were firefighters or
6 EMTs. In total these requests represent sixteen (16) percent of Spokane Fire
7 Department ("SFD") employees.

8 5. Based on Amended Proclamation 21-14.1, the City's Human
9 Resources conducted an individualized assessment and determination of each
10 individual's need and justification for an accommodation. After reviewing the
11 request for a religious or medical accommodation, I then worked with City
12 officials to determine if there was a reasonable accommodation that would enable
13 them to continue to perform the essential functions of their position, including
14 patient care, that would not impose an undue hardship or compromise the health
15 and safety of their co-workers, patients, and the Community.

16 6. In evaluating the ability to provide an accommodation that was
17 reasonable, would not impose an undue hardship or burden and would not
18 compromise public health, SFD considered several factors, including but not
19 limited to the position's essential functions and unique work environment, the
20 safety and health risks posed by COVID-19 to employees, their families, and our

1 community, the financial cost of COVID-19 including workers compensation
2 claims, increased leave usage, overtime, PPE, testing, and potential claims. There
3 is also a significant burden placed on the City due to ensuring that enhanced PPE is
4 provided, that testing would be available for any and all shifts that worked, and the
5 enforcement of the accommodations while in and out of the fire station.
6 Enforcement is of special concern as many seeking an accommodation are
7 themselves supervisors without on-site oversight, and many of the plaintiffs failed
8 to even wear a face mask when attending their Loudermill hearing, sitting right
9 next to their masked Union representative.

10 7. The City also considered the Washington State Department of
11 Health's guidance titled "COVID-19 Cases, Hospitalizations, and Deaths by
12 Vaccination Status" issued September 15, 2021. A true and correct copy of this
13 guidance is attached as Exhibit 4.

14 8. On September 23, 2021, Dr. Michael Sayre, Medical Director of the
15 Seattle Fire Department, and Dr. Thomas Rea, Medical Program Director for the
16 Emergency Medical Services Division of Public Health-Seattle & King County,
17 issued guidance to Emergency Medical Service (EMS") agencies in King County
18 recommending that EMS employees providing direct patient care be advised their
19 agencies may not be able to safely accommodate their request for a medical
20 disability or sincerely held religious belief request given the burden this would

1 place on their colleagues, patients and larger public. A true and correct copy of
2 this guidance is attached as Exhibit 5 as well as to the Declaration of Joel D.
3 Edminster, MD, FACEP, as Exhibit 2. Their guidance has been echoed by
4 Dr. Edminster in his Declaration and the memoranda attached to it as Exhibits 5, 6
5 and 7.

6 9. As noted above, the City of Spokane also considered the costs it has
7 incurred during 2020 and 2021 to deal with the COVID-19 Pandemic as such costs
8 are indicative of the continued threat COVID has posed to the City's employees
9 and operations. The following is a summary of those costs.

10 2020 COVID COSTS

11 COVID IMT – Overtime for the team assembled to support COVID response in 2020.	\$126,714.94
12 COVID IMT Backfill – overtime paid to employees who covered vacancies created by the IMT in 2020.	\$71,887.44*
13 COVID AA – Payroll code for people put off on quarantine in 2020 (20,663 hrs.).	\$1,316,853*
14 COVID IOD – Payroll code for confirmed positive cases that were job related in 2020 (3383 hrs.).	\$227,912.71*
15 COVID OT – Payroll code generally used for any overtime supporting COVID related work outside once the IMT stood down (ex: shot clinics, PPE delivery, POC COVID hotline, etc.) in 2020 (2304.25 hrs.)	\$156,066.85*
16 COVID Workers Compensation Costs for 2020	\$211,624.76
17 TOTAL COVID COST FOR 2020:	\$2,111,059.70

19 * Payroll costs are determined by hours multiplied by an average of top steps
20 Paramedic FF, Lieutenant and Captain.

2021 COVID COSTS

COVID AA - Payroll code for people off on quarantine in 2021 (3063.5 hrs.)	\$207,490.86*
COVID IOD – Payroll code for confirmed positive cases that were job related in 2021 (1876.5 hrs.)	\$126,419.81*
COVID OT – Payroll code generally used for any overtime supporting COVID related work outside once the IMT stood down (ex: shot clinics, PPE delivery, POC COVID hotline, etc.) in 2021 (7944.5 hrs.)	\$538,080.98*
COVID Workers Compensation Costs for 2021	\$129,505.17
<i>TOTAL COVID COST FOR 2021 AS OF SEPTEMBER 1ST</i>	<i>\$1,001,496.86</i>
<i>TOTAL COVID COSTS FROM MARCH 2020 TO SEPTEMBER 2021</i>	<i>\$3,112,556.52</i>

* Payroll costs are determined by hours multiplied by an average of top steps Paramedic FF, Lieutenant and Captain.

2020-2021 Workers Compensation Cost Breakdown

Loss Type	Count	Sum of Total Incurred
Medical	266	\$64,399.41
Time Loss	168	\$293,909.41
Grand Total	434	\$358,308.82

10. The fact the incident rate and severity among firefighters is so great suggests that attempts to follow department mandates have not worked, and there is nothing to suggest efforts would be more successful now than before. It is also unclear how the City could effectively and efficiently enforce department mandates. By way of example only, and as noted above, during the Loudermill hearings with the City, some of the unvaccinated firefighters did not wear masks in

1 violation of the City's masking policies despite assuring the City it would comply
2 with the safety policies if accommodated.

3 11. In addition to the significant cost of COVID to the workplace, which
4 would continue if the City allowed unvaccinated employees to continue working as
5 EMTs under the Mandate, the cost of additional personal protective equipment and
6 COVID testing needed to allow unvaccinated employees to remain in their position
7 is significant. These costs are further outlined in the Declaration of Jay Atwood.

8 12. There is also the significant liability risk and threat to workplace
9 safety and the health and safety of those our EMTs serve. In contrast, the
10 information we have at this time demonstrates that vaccines are proving effective
11 in protecting City of Spokane firefighters: 2 employees have had breakthrough
12 COVID cases (in November 2020 and September 2021) with total associated costs
13 to the City of Spokane of \$2,879 and \$3,058.

14 13. Unable to provide a reasonable accommodation that would allow the
15 unvaccinated EMTs to perform the essential functions of their position, the City's
16 bargaining team negotiated several accommodations with IAFF, Local 29 that
17 represents the EMTs employed by the City. These include paid leave to become
18 fully vaccinated, reassignment to another open position within the City that is not
19 covered by the Mandate, leave without pay, or an essential function layoff. True
20 and correct copies of the Memorandum of Understanding with Local 29 and the

1 September 23, 2021 memorandum to Plaintiffs Archer, Bacon, Barker, Baxter,
2 Billman, Brose, Cooke, Dean, Foxworth, Fuller, Harvey, Heizer, Holmes,
3 Howarth, Howie, Kernkamp, McCann, Norton, Pisa, Smith, Thorman, Townsend,
4 Webster, Wheeler, and Wilcox identifying these options are attached as Exhibits 6
5 and 7.

6 14. As noted in the September 23, 2021 Memorandum, I encouraged
7 impacted members to provide any additional information they wanted the City to
8 consider. With few exceptions, none of the employees provided any additional
9 written materials. Of those who supplied information, they supplied documentation
10 suggesting that they have COVID antibodies or previously tested positive for
11 COVID and believe they are now immune. As explained by Dr. Edminster, and as
12 clearly set forth in the Proclamation, having antibodies that offer protection against
13 COVID-19 is not a basis for an exemption from the State's vaccination mandate.
14 The DOH specifically answered the question as follows:

15 I have had COVID-19 and believe I have natural
16 immunity. Do I still have to be fully vaccinated? Yes.
17 The proclamation does not provide an exemption for
18 individuals who have previously been infected with
19 COVID-19. Experts do not yet know how long you are
20 protected from getting sick again after recovering from
COVID-19 and recommend getting vaccinated regardless
of whether you already had COVID-19. People are able
to get sick with COVID-19 again after they've already
had it. Studies have shown that vaccination provides a

1 strong boost in protection in people who have recovered
2 from COVID-19.

3 [https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/505-160-](https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/505-160-VaccinationRequirementFAQs.pdf)
4 VaccinationRequirementFAQs.pdf. Current public health guidance indicates that
5 vaccination offers stronger protection than immunity than comes from having had
6 COVID-19. See, for example [https://www.cdc.gov/media/releases/2021/s0806-](https://www.cdc.gov/media/releases/2021/s0806-vaccination-protection.html)
7 [vaccination-protection.html; https://www.nebraskamed.com/COVID/covid-19-](https://www.nebraskamed.com/COVID/covid-19-studies-natural-immunity-versus-vaccination)
studies-natural-immunity-versus-vaccination.

8 15. The City also offered Loudermill hearings to the Plaintiffs who
9 requested a hearing in lieu of providing any additional information in writing. This
10 included Plaintiffs Archer, Bacon, Baxter, Brose, Cooke, Dean, Fuller, Harvey,
11 Heizer, Holmes, Howarth, Howie, Kernkamp, McCann, Norton, Smith, Thorman,
12 Townsend, Webster, and Wheeler. True and correct copies of their Loudermill
13 notices of hearing are attached as Exhibits 8 – 27. All received an opportunity to
14 provide any additional information they wanted the City to consider regarding
15 potential accommodations and their employment. All were represented by their
16 attorney and Union during the Loudermill hearings. During the Loudermill
17 hearings, the unvaccinated members, their attorney and Local 29 proposed that the
18 members would pay for any required testing associated with an accommodation.
19 However, the City had already carefully considered this option and concluded that
20

1 the increased risk of allowing unvaccinated personnel to provide patient care poses
2 un undue hardship. As discussed above, masking and testing have not been
3 sufficiently effective in controlling the spread of the virus, and patient care settings
4 only increase the risk of transmission. As noted in the DOH study attached as
5 Exhibit 4 there is an increased risk of infection, hospitalization and death for those
6 unvaccinated.

7 16. Although testing is not a reasonable accommodation in the
8 Firefighter/Paramedic role, the City considered the Union and Plaintiffs' proposal
9 to pay for the cost of testing in connection with a potential reassignment to a
10 dispatcher position. In an attempt to further explore reasonable accommodations,
11 the City's bargaining team, which I lead as part of my duties, reached out to Local
12 29 to negotiate a possible reassignment to the dispatcher position, with daily
13 testing, that would involve temporarily removing the EMT requirements from the
14 dispatcher position pending the accommodation. Specifically, the City agreed to
15 temporarily suspend the EMT requirement for the dispatcher position and allow
16 unvaccinated firefighters to fill vacant dispatcher positions as a reasonable
17 accommodation provided they comply with all masking, social distancing and
18 testing requirements. This would allow the one unvaccinated dispatcher to remain
19 in their job of hire and unvaccinated firefighters to fill the four vacant dispatcher
20 positions. Despite their representations during the Loudermill hearings and

1 plaintiffs' declaration to the contrary, Local 29 insisted the City assume the cost of
2 testing. The City proposed negotiating a cost-sharing arrangement. For example,
3 the City proposed to the Union that the unvaccinated Firefighters/Paramedics who
4 choose to assume a dispatcher position as a reasonable accommodation pay for the
5 cost of one antigen test per shift, but in no event pay more than \$50 should the cost
6 of the tests significantly increase. A true and correct copy of the City's proposal is
7 attached as Exhibit 28. Most recently, the Union proposed the maximum amount
8 the member would pay be reduced to \$30 per test, and the City agreed.

9 17. Through the impact negotiations with Local 29 and the offered
10 accommodations, the City did not terminate any of the plaintiffs.

11 A. **Plaintiffs seeking a medical accommodation have chosen to
12 become vaccinated or failed to provide medical documentation**

13 18. Corey Barker submitted a request for medical exemption but did not
14 pursue another position within the City or contact Civil Service. Rather, the
15 accommodation he chose is paid leave to become fully vaccinated. A true and
16 correct copy of my correspondence with Mr. Barker regarding his request is
17 attached as Exhibit 62.

18 19. Jeff Baxter submitted a request for a medical exemption but never
19 provided the City with documentation from his medical provider in support of his
20 request. Following his Loudermill hearing, I contacted Mr. Baxter to determine if

1 and/or when he would be able to provide the medical documentation. Mr. Baxter
2 responded in part “The only issue I have with discussing anything further is I
3 am leaving tomorrow morning at 8 am and if nothing changes with the mandate I
4 will not be returning.” A true and correct copy of his October 13, 2021 email is
5 attached as Exhibit 29. Mr. Baxter eventually selected essential function layoff, a
6 true and correct copy of my correspondence acknowledging such is attached is
7 Exhibit 30. A true and correct copy of my response following the Loudermill
8 hearing is attached as Exhibit 31.

9 20. Andrea Kernkamp also requested a medical exemption but did not
10 provide any documentation from her medical provider indicating that she had a
11 medical condition that precluded her from receiving the vaccination. She has
12 indicated an intent to speak with a provider and selected paid leave through
13 November 30, 2021 in order to become fully vaccinated. A true and correct copy
14 of my September 30, 2021 correspondence with Ms. Kernkamp is attached as
15 Exhibit 32 and my response following the Loudermill hearing is attached as
16 Exhibit 33.

17 21. Scott McCann likewise requested a medical accommodation with a
18 note from his provider indicating adverse reactions to vaccines. Following his
19 Loudermill hearing, I contacted Mr. McCann to explore whether the Noravax
20 vaccine may be a viable option for him and if so to continue the accommodation

1 dialogue. A true and correct copy of my email to Mr. McCann is attached as
2 Exhibit 34. He did not respond to my question but rather chose paid leave to
3 become fully vaccinated. A true and correct copy of his email to me is attached as
4 Exhibit 35, and a true and correct copy of my correspondence acknowledging his
5 selection is attached as Exhibit 36. As noted earlier, paid leave through November
6 30, 2021 is an offered accommodation for those choosing to become vaccinated. A
7 true and correct copy of my response following the Loudermill hearing is attached
8 as Exhibit 37. On October 26, 2021, Mr. McCann provided proof of his
9 vaccination and will return to work in fourteen days.

10 **B. Plaintiffs selecting essential function layoffs**

11 22. Thomas Harvey initially contacted Civil Service regarding a potential
12 position reassignment but did not follow through. Thereafter, he selected an
13 essential function layoff. A true and correct copy my response following the
14 Loudermill hearing is attached as Exhibit 38, and a true and correct copy of my
15 correspondence with Mr. Harvey regarding his selection is attached as Exhibit 39.

16 23. Matthew Norton initially contacted Civil Service to request a
17 reassignment but then did not follow through. Rather, the accommodation he
18 chose is an essential function layoff. A true and correct copy of my response
19 following the Loudermill hearing is attached as Exhibit 40, and a true and correct

1 copy of my correspondence with Mr. Norton regarding his selection is attached as
2 Exhibit 41.

3 24. Marlin Thorman did not pursue another position within the City or
4 contact Civil Service. Rather, the accommodation he chose is an essential function
5 layoff. A true and correct copy of my response following the Loudermill hearing
6 is attached as Exhibit 42.

7 25. Joel Brose likewise did not pursue another position within the City or
8 contact Civil Service. Rather, the accommodation he chose is an essential function
9 layoff. A true and correct copy of my response following the Loudermill hearing
10 is attached as Exhibit 43, and a true and correct copy of my correspondence with
11 Mr. Brose regarding his selection is attached as Exhibit 44.

12 26. Brennan Cooke initially contacted Civil Service to pursue another
13 position in the City but did not follow through. Rather, the accommodation he
14 chose is an essential function layoff. A true and correct copy of my response
15 following the Loudermill hearing is attached as Exhibit 45, and a true and correct
16 copy of my correspondence with Mr. Cooke regarding his selection is attached as
17 Exhibit 46.

18 27. Isaiah Dean initially contacted Civil Service to pursue another
19 position within the City but did not follow through. Thereafter, the
20 accommodation he selected is an essential function layoff. A true and correct copy

1 of my response following the Loudermill hearing is attached as Exhibit 47, and a
2 true and correct copy of my correspondence with Mr. Dean regarding his selection
3 is attached as Exhibit 48.

4 28. Jhareme Fuller initially contacted Civil Service regarding other
5 potential positions within the City but did not follow through. Thereafter, the
6 accommodation he selected is an essential function layoff. A true and correct copy
7 of my response following the Loudermill hearing is attached as Exhibit 49, and a
8 true and correct copy of my correspondence with Mr. Fuller regarding his selection
9 is attached as Exhibit 50.

10 29. Nicholas Holmes contacted Civil Service regarding other potential
11 positions and selected an essential function layoff. A true and correct copy of my
12 response following the Loudermill hearing is attached as Exhibit 51, and a true and
13 correct copy of my correspondence with Mr. Holmes regarding his selection is
14 attached as Exhibit 52.

15 30. Joseph Howarth initially contacted Civil Service regarding other
16 potential accommodations within the City but did not follow through. Thereafter,
17 the accommodation he selected is an essential function layoff. A true and correct
18 copy of my response following the Loudermill hearing is attached as Exhibit 53,
19 and a true and correct copy of my correspondence with Mr. Howarth regarding his
20 selection is attached as Exhibit 54.

1 31. Steven Howie did not contact Civil Service or pursue other positions
2 within the City. The accommodation he selected is an essential function layoff. A
3 true and correct copy of my response following the Loudermill hearing is attached
4 as Exhibit 55, and a true and correct copy of my correspondence with Mr. Howie
5 regarding his selection is attached as Exhibit 56.

6 32. Jason Webster did not contact Civil Service regarding other potential
7 positions within the City. The accommodation he selected is an essential function
8 layoff. A true and correct copy of my response following the Loudermill hearing
9 is attached as Exhibit 57, and a true and correct copy of my correspondence with
10 Mr. Webster regarding his selection is attached as Exhibit 58.

11 33. Timothy Wheeler did not contact Civil Service regarding other
12 potential positions within the City. The accommodation he selected is an essential
13 function layoff. A true and correct copy of my response following the Loudermill
14 hearing is attached as Exhibit 59, and a true and correct copy of my
15 correspondence with Mr. Wheeler regarding his selection is attached as Exhibit 60.

16 34. Duane Wilcox likewise did not pursue another position within the
17 City or contact Civil Service. Rather, the accommodation he chose is an essential
18 function layoff. A true and correct copy of my correspondence with Mr. Wilcox
19 regarding his request is attached as Exhibit 61.

1 **C. Plaintiffs selecting paid leave**

2 35. Connor Foxworth likewise did not pursue another position within the
3 City or contact Civil Service. Rather, the accommodation he chose is paid leave
4 through November 30, 2021 in order to become fully vaccinated. A true and
5 correct copy of my correspondence with Mr. Foxworth regarding his request is
6 attached as Exhibit 63.

7 36. Curtis Smith chose the offered accommodation of paid leave through
8 November 30, 2021 in order to become vaccinated. A true and correct copy of my
9 response following the Loudermill hearing is attached as Exhibit 64, and a true and
10 correct copy of my correspondence regarding Mr. Smith's election to take paid
11 leave as an accommodation is attached as Exhibit 65.

12 37. Tanner Townsend chose the offered accommodation of paid leave
13 through November 30, 2021 in order to become fully vaccinated. A true and
14 correct copy of my response following the Loudermill hearing is attached as
15 Exhibit 66, and a true and correct copy of my correspondence with Mr. Townsend
16 regarding his selection is attached as Exhibit 67.

17 **D. Plaintiffs selecting resignation**

18 38. David Heizer did not pursue another position within the City or
19 contact Civil Service. Rather, he selected resignation. A true and correct copy of
20 my response following the Loudermill hearing is attached as Exhibit 68.

1 **E. Plaintiffs selecting retirement**

2 39. Timothy Archer did not pursue another position within the City or
3 contact Civil Service or select one of the other offered accommodations. Nor did
4 he select paid leave or a leave without pay. Rather, he selected retirement. A true
5 and correct copy of my response following the Loudermill hearing and
6 correspondence with Mr. Archer is attached as Exhibit 69.

7 40. Michael Bacon likewise did not pursue reassignment to another open
8 position or contact Civil Service. Nor did he select paid leave or a leave without
9 pay. Rather, Mr. Bacon selected retirement. A true and correct copy of my
10 response following the Loudermill hearing is attached as Exhibit 70.

11 41. James Billman likewise did not pursue another position within the
12 City or contact Civil Service or the other offered accommodations. Nor did he
13 select paid leave or a leave without pay. Rather, he chose to retire. A true and
14 correct copy of my correspondence with Mr. Billman regarding his retirement is
15 attached as Exhibit 71.

16 **F. Plaintiffs selecting leave of absence without pay**

17 42. Aric Pisa did not pursue another position within the City or contact
18 Civil Service. Rather, the accommodation he chose is a leave of absence without
19 pay. Pursuant to the MOU negotiated with Local 29, Mr. Pisa may take up to a 90
20

1 day leave of absence. A true and correct copy of my correspondence with Mr. Pisa
2 regarding his request is attached as Exhibit 72.

3 43. We have 14 employees who took paid leave to become vaccinated by
4 November 30 or who have already become vaccinated and returned to work, 2
5 employees who took leave without pay, 16 employees who chose an essential
6 function layoff, 3 employees who chose to retire, and 1 employee who chose to
7 resign. No one was terminated.

8 44. None of the plaintiffs have filed an EEOC charge alleging a violation
9 of Title VII or the ADA.

10

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I declare under penalty of perjury under the laws of the State of Washington
that the foregoing is true and correct.

14 EXECUTED this 2nd day of November, 2021, at Spokane, Washington.

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DECLARATION OF MEGHANN R. STEINOLFSON - 18
CASE NO. 2:21-cv-00296 TOR

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CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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Attorney for Intervenor-Defendants Jay Inslee and Robert W. Ferguson

1 DATED this 3rd day of November, 2021.

2 s/ *Denise Brandenstein*
3 Denise Brandenstein
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DECLARATION OF MEGHANN R. STEINOLFSON - 20
CASE NO. 2:21-cv-00296 TOR

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